

RECEIVED **Mellon National Leasing Company**

MAY 3 11 42 AM '79

I. C. C.  
FEE OPERATION BR.

Suite 3628  
Mellon Bank Building  
Pittsburgh, Pennsylvania 15219  
412/232-5061

April 26, 1979

RECORDATION NO. 10106-C  
Filed 1425

MAY 3 1979 - 11 05 AM

INTERSTATE COMMERCE COMMISSION

No. 3-10106-C

Date MAY 3 1979

Fee \$ 30.00

Secretary of the Interstate Commerce  
Commission

12th and Constitution Avenue, N.W.  
Washington, D.C. 20423

RECORDATION NO. 10106-F  
Filed 1425

MAY 3 1979 - 11 05 AM

ICC Washington, D. C.

Dear Sir:

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 10106-D  
Filed 1425

MAY 3 1979 - 11 05 AM

INTERSTATE COMMERCE COMMISSION

Please find enclosed three multiple originals of each of the following:

1. First Amendment to Agreement and Lease, dated as of April 1, 1979, between Mellon National Leasing Company, a Pennsylvania corporation ("Mellon"), as lessor, and Early & Daniel Industries, Inc., an Indiana corporation ("EDI"), as lessee. The Amendment amends the Agreement and Lease recorded on February 12, 1979 at 4:55 p.m. at No. 10106 by adding to the property leased thereunder 25 new covered hopper railroad cars bearing identification numbers TWGX 2100 to 2124 inclusive and the name of Mellon (the "Equipment").

2. Amendment and Restatement of Agreement and Sublease, dated as of April 1, 1979, between EDI, as sublessor, and Tidewater Grain Company ("Tidewater"), a Pennsylvania corporation, as sublessee. The Amendment and Restatement amends and restates the Agreement and Sublease recorded on February 12, 1979 at 4:55 p.m. at No. 10106-B by adding to the property subleased thereunder the Equipment.

3. First Supplemental Assignment dated as of April 1, 1979 among EDI, as debtor, Mellon, as secured party, and Tidewater covering all of EDI's right, title and interest in and to the Amendment and Restatement of Agreement and Sublease. The First Supplemental Assignment supplements the Assignment and Security Agreement recorded on February 12, 1979 at 4:55 p.m., at No. 10106-A.

Also enclosed is a check in the amount of \$30 for recording said documents. Please record the documents in the following order: First Amendment to Agreement and Lease, First Supplemental Assignment, Amendment and Restatement of Agreement and Sublease.

*Counters Paid* *William M. Husbins*

**Mellon National Leasing Company**

Secretary of the Interstate  
Commerce Commission

-2-

April 26, 1979

The addresses of the parties to the documents are  
as follows:

Mellon National Leasing Company  
3629 Mellon Bank Building  
Pittsburgh, Pennsylvania 15219

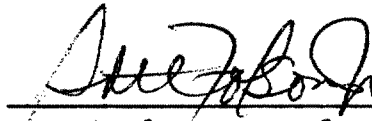
Early & Daniel Industries, Inc.  
902 Washington Avenue  
Indianapolis, Indiana 46204

Tidewater Grain Company  
346 Public Ledger Building  
Philadelphia, Pennsylvania 19106

Please return one copy of each document and official  
recording receipt to the undersigned at Mellon's address.  
Thank you.

Very truly yours,

By

  
\_\_\_\_\_  
Arthur A. Folsom, Jr.  
Vice President

**Interstate Commerce Commission**  
Washington, D.C. 20423

5/3/79

**OFFICE OF THE SECRETARY**

Arthur A. Folson  
Vice President  
Mellon Natl. Leasing Co.  
Mellon Bnk Bld. Suite 3629  
Pittsburgh Pa. 15219

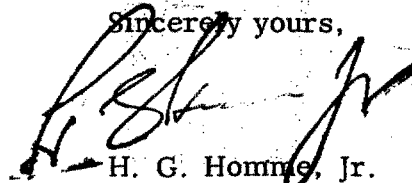
Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C.

11303, on 5/3/79 at 11:55am, and assigned recordation number(s).

10106-C, 10106-D & 10106-E

Sincerely yours,

  
H. G. Homme, Jr.  
Secretary

Enclosure(s)

SE-30  
(3/79)

FIRST SUPPLEMENTAL ASSIGNMENT

RECEIVED BY 10/06-F  
MAY 8 1979 - 11 25 AM  
INTERSTATE COMMERCE COMMISSION

FIRST SUPPLEMENTAL ASSIGNMENT dated as of April 1, 1979 among EARLY & DANIEL INDUSTRIES, INC., an Indiana corporation, ("Lessee"), MELLON NATIONAL LEASING COMPANY, a Pennsylvania corporation ("Lessor"), and TIDEWATER GRAIN COMPANY, a Pennsylvania corporation ("Sublessee").

WHEREAS, Lessor leased 100 railroad hopper cars (the "original Units") to Lessee pursuant to an Agreement and Lease dated as of February 1, 1979 (the "Lease"), and Lessee subleased the Original Units to Sublessee pursuant to an Agreement and Sublease dated as of February 1, 1979 (the "Sublease");

WHEREAS, Lessor, Lessee and Sublessee entered into an Assignment and Security Agreement dated as of February 1, 1979 (the "Assignment and Security Agreement") pursuant to which Lessee assigned its rights in the Sublease to Lessor as security for Lessee's obligations under the Lease;

WHEREAS, Lessor has agreed to lease 25 additional railroad hopper cars (the "Additional Units") to Lessee pursuant to a First Amendment to the Agreement and Lease dated the date hereof (the "First Amendment") and Lessee has agreed to sublease the Additional Units to Sublessee pursuant to an Amendment and Restatement of Agreement and Sublease dated the date hereof (the "Amended Sublease"); and

WHEREAS, in order to induce Lessor to enter into the First Amendment by securing the performance of Lessee's obligations thereunder, Lessee and Sublessee have agreed to enter into this Assignment;

NOW THEREFORE, in consideration of the premises, and of the mutual covenants contained herein and the due performance thereof, and intending to be legally bound hereby, the parties hereto agree as follows:

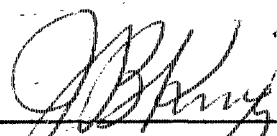
1. Assignment. Lessee hereby sells, assigns, transfers, pledges and sets over unto Lessor, all of Lessee's right, title and interest in and to the Amended Sublease and in and to all rent and other moneys of whatever nature due and payable and to become due and payable from time to time under the Amended Sublease, and the proceeds thereof, as collateral security for the payment and performance of all obligations and duties of Lessee to Lessor arising under or by virtue of the Lease and the First Amendment.

2. Security Interest. Lessee agrees that Lessor shall have, and does hereby grant to and create in favor of Lessor, a security interest in the Amended Sublease and the proceeds thereof.

3. Supplemental. This First Supplemental Assignment supplements the Assignment and Security Agreement, which Assignment and Security Agreement, as supplemented hereby, is in all respects ratified and confirmed, and this First Supplemental Assignment shall be read, taken and construed as part of the Assignment and Security Agreement so that all of the rights, remedies, terms, conditions, covenants and agreements contained therein shall apply and remain in full force and effect with respect to this First Supplemental Assignment.

WITNESS the due execution hereof as of the 22nd day of March, 1979.

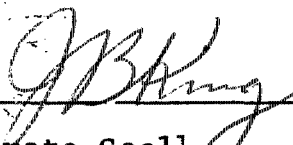
Attest:

  
\_\_\_\_\_  
[Corporate Seal]

EARLY & DANIEL INDUSTRIES, INC.  
Lessee

By   
Title Chairman


Attest:

  
\_\_\_\_\_  
[Corporate Seal]

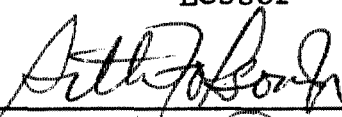
TIDEWATER GRAIN COMPANY  
Sublessee

By   
Title Chairman

Attest:

  
\_\_\_\_\_  
[Corporate Seal]  
ASSY SECRETARY

MELLON NATIONAL LEASING COMPANY  
Lessor

By   
Title Vice President

DISTRICT OF COLUMBIA ) SS:

On this, the 26<sup>th</sup> day of April, 1979, before me, a Notary Public for the District of Columbia, the undersigned officer, personally appeared Samuel M. Harrell, who acknowledged himself to be the Chairman of the Board and Chief Executive Officer of Early & Daniel Industries, Inc., an Indiana corporation, and that he as such Chairman of the Board and Chief Executive Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Chairman of the Board and Chief Executive Officer.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Beth Elaine Brooks  
Notary Public  
Printed: Beth Elaine Brooks

My Commission Expires:

My Commission Expires July 14, 1982

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DISTRICT OF COLUMBIA        ) SS:

On this, the 26<sup>th</sup> day of April, 1979, before me,  
a Notary Public for the District of Columbia, the undersigned  
officer, personally appeared Samuel M. Harrell, who acknowledged  
himself to be the Chairman of the Board and Chief Executive  
Officer of Tidewater Grain Company, a Pennsylvania corporation,  
and that he as such Chairman of the Board and Chief Executive  
Officer, being authorized to do so, executed the foregoing  
instrument for the purposes therein contained by signing the  
name of the corporation by himself as Chairman of the Board  
and Chief Executive Officer.

IN WITNESS WHEREOF, I hereto set my hand and  
official seal.

Beth Elaine Brooks  
Notary Public  
Printed: Beth Elaine Brooks

My Commission Expires:

My Commission Expires July 14, 1982



COMMONWEALTH OF PENNSYLVANIA    )  
COUNTY OF ALLEGHENY            )   ss:

On this, the 26<sup>th</sup> day of April, 1979, before me,  
a Notary Public, the undersigned officer, personally appeared  
ARTHUR A. FOLSOM, JR., who acknowledged himself to be the  
Vice President of MELLON NATIONAL LEASING COMPANY, a corporation  
and that he as such Vice President, being authorized to do so,  
executed the foregoing instrument for the purposes therein  
contained by signing the name of the corporation by himself  
as Vice President.

IN WITNESS WHEREOF, I hereto set my hand and official  
seal.

Nancy R. Lewis  
Notary Public

(Notarial Seal)

My Commission Expires:

NANCY R. LEWIS, Notary Public  
Pittsburgh, Allegheny County, Pa.  
My Commission Expires Jan. 29, 1980